

FILED
U.S. DISTRICT COURT

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DISTRICT OF UTAH
BY: DEPUTY CLERK

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH
CENTRAL DIVISION

)
THE UNITED STATES OF AMERICA,)
through its agency, THE SMALL BUSINESS)
ADMINISTRATION,)
Plaintiff,) Civil No. _____
v.)
Judge Paul G. Cassell
CHRISTI JO ANDERSON, SHYAN K.)
VALENTINE, and CHRIS M. VALENTINE,)
DATE STAMP: 01/18/2007 @ 13:48:44
Defendants.) CASE NUMBER: 2:07CV00030 PGC
)

COMPLAINT

Plaintiff complains of Defendants and alleges as follows:

PARTIES

1. Plaintiff is the United States of America, through its agency, the Small Business Administration ("SBA").
2. Defendants are individuals residing in the state of Utah.

JURISDICTION

3. The Court has jurisdiction over this matter pursuant to the provisions of 28 U.S.C. § 1345 and 15 U.S.C. § 634.
4. All of the defendants reside in Utah and all of the transactions from which this action arises occurred in Utah. Therefore, venue is proper pursuant to 28 U.S.C. § 1391.

GENERAL ALLEGATIONS

5. On or about January 11, 2000, Axiom Properties, LC ("Axiom"), executed and caused to be delivered to Greater Salt Lake Business District ("GSLBD") a promissory note in the original principal amount of \$530,000.00 ("Note"). A copy of the Note is attached hereto as Exhibit A.
6. SBA is successor-in-interest to GSLBD in the Note and all related documents.
7. Axiom defaulted under the terms of the Note and continues to be in default.
8. SBA accelerated the amounts due and owing on the Note.
9. As of January 16, 2007, the outstanding principal balance on the Note is \$88,913.63 and accrued interest is \$2,974.42 for a total outstanding balance of \$91,888.05. Interest continues to accrue on the principal balance at the rate of 5% per annum.

FIRST CAUSE OF ACTION

(Suit on Guaranty – Christi Jo Anderson)

10. On or about January 11, 2000, defendant Christi Jo Anderson (“Anderson”) executed a guaranty agreement, thereby guaranteeing repayment of the Note. A copy of Anderson’s guaranty is attached hereto as Exhibit B.

11. SBA made demand upon Anderson pursuant to her guaranty agreement for payment of the remaining balance of the Note.

12. Anderson has not made payment as demanded.

13. Pursuant to the guaranty agreement, Anderson is individually liable to SBA for the full outstanding balance of the Note.

SECOND CAUSE OF ACTION

(Suit on Guaranty – Chris M. Valentine)

14. On or about January 11, 2000, defendant Chris M. Valentine (“Chris Valentine”) executed a guaranty agreement, thereby guaranteeing repayment of the Note. A copy of Chris Valentine’s guaranty is attached hereto as Exhibit C.

15. SBA made demand upon Chris Valentine pursuant to her guaranty agreement for payment of the remaining balance of the Note.

16. Chris Valentine has not made payment as demanded.

17. Pursuant to the guaranty agreement, Chris Valentine is individually liable to SBA for the full outstanding balance of the Note.

THIRD CAUSE OF ACTION

(Suit on Guaranty – Shyan K. Valentine)

18. On or about January 11, 2000, defendant Shyan K. Valentine (“Shyan Valentine”) executed a guaranty agreement, thereby guaranteeing repayment of the Note. A copy of Shyan Valentine’s guaranty is attached hereto as Exhibit D.

19. SBA made demand upon Shyan Valentine pursuant to her guaranty agreement for payment of the remaining balance of the Note.

20. Shyan Valentine has not made payment as demanded.

21. Pursuant to the guaranty agreement, Shyan Valentine is individually liable to SBA for the full outstanding balance of the Note.

WHEREFORE, Plaintiff prays for judgment as follows:

1. On its First Cause of Action, for judgment against Christi Jo Anderson in the amount of \$91,888.05, plus interest at the rate of 5% per annum from January 16, 2007, to the date of judgment, plus interest at the judgment rate thereafter

2. On its Second Cause of Action, for judgment against Chris M. Valentine in the amount of \$91,888.05, plus interest at the rate of 5% per annum from January 16, 2007, to the date of judgment, plus interest at the judgment rate thereafter

3. On its Third Cause of Action, for judgment against Shyan K. Valentine in the amount of \$91,888.05, plus interest at the rate of 5% per annum from January 16, 2007, to the date of judgment, plus interest at the judgment rate thereafter

4. For such other and further relief as may appear just and reasonable to the Court.

Dated the 18th day of January, 2007.


John S. Gygi
Attorney for Plaintiff